



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Scully (1914) 111 Me. 428, 89 Atl. 944. Moreover, the Federal view has long been that once a legislature has ratified an amendment, its action is final and cannot be revoked even by itself. 2 Watson, Constitution, 1313. The methods of ratifying amendments to the Federal Constitution are prescribed by that instrument, U. S. Constitution, Art. V, and the state legislature in its ratification resolution *pro tanto* derives its authority directly from the Federal Constitution and the action of Congress, and is not subject to extrinsic control. *In re Opinion of the Justices* (Me. 1919) 107 Atl. 673; U. S. Constitution, Art. VI, cl. 2.

CONTRACTS—CONSTRUCTION—CERTAINTY OF TERMS.—The grantor of timber land reserved the right to enter thereon for the purpose of cutting and removing the timber therefrom “during the life of the milling plant now being operated by” the vendor, “but in any event for a period not exceeding twenty-five (25) years.” Held, the discontinuance of operation and removal of the stated milling plant did not, *ipso facto*, terminate the timber reservation, since the reservation should be construed with reference to that limitation which has the elements of certainty. *West v. Walling* (Fla. 1919) 82 So. 596.

There is apparently little authority directly in point. But it is quite clear that there is no necessity for absolute certainty as to the duration of an easement, *Ellis v. Town of Pelham* (1905) 106 App. Div. 145, 94 N. Y. Supp. 103 (*semble*); *Hall v. Armstrong* (1886) 53 Conn. 554, 4 Atl. 113 (*semble*), nor as to the time by which timber must be removed under a contract of sale, *Polzin v. Beene* (1916) 126 Ark. 46, 189 S. W. 654 (*semble*), nor as to the duration of a reservation of the right to remove timber. *Ten Broeck v. Livingston* (N. Y. 1815) 1 Johns. Ch. 357 (*semble*). Where an easement is granted to be enjoyed during the continuance of certain conditions, it is extinguished whenever these conditions cease to exist. *Hall v. Armstrong, supra*; *Ellis v. Town of Pelham, supra*. Hence, there would appear to be no reason why the limitation in the principal case should not have been literally interpreted.

CRIMINAL LAW—MOTION FOR NEW TRIAL—JURISDICTION OF APPELLATE COURT.—The appellants were convicted of a crime and brought proceedings to have their case heard on appeal; but the court reporter died before having prepared a transcript of the evidence, and it was shown that a transcript could not be obtained. The appellants moved for a new trial on the ground that they were unable to perfect their appeal. Held, as the court was unable to review the case it had no power to grant the motion, in the exercise either of its appellate or original jurisdiction as conferred by the Idaho Constitution, Art. 5, §9. *State v. Ricks* (Idaho, 1919) 180 Pac. 257.

It is generally held in England and America that when a party has lost the benefit of regularly taken exceptions, through no fault or negligence of his own, a new trial will be granted both in civil actions, *Crittendon v. Schermerhorn* (1877) 35 Mich. 370; *Borrow-*